



IDAHO DEPARTMENT OF PARKS & RECREATION

Minutes for August 7-9, 2007 Board Meeting

Schweitzer Mountain Resort
Sandpoint, Idaho

IDAHO DEPARTMENT OF PARKS AND RECREATION

“To improve the quality of life in Idaho through outdoor recreation and resource stewardship.”

Board Meeting
August 7-9, 2007
Schweitzer Mountain Resort
Lakeview Lodge
Sandpoint, Idaho

AGENDA

Tuesday August 7, 2007

- 1:07 p.m. Call to order
 - Welcome guests
 - Additions or deletions to the printed agenda
- 1:56 p.m. Finalization of 2008 Road & Bridge Funding Process
- 1:57 p.m. FY 2009 Budget
- 3:15 p.m. Break
- 3:30 p.m. FY 2009 Budget cont.
- 5:15 p.m. Recess
- 6:00 p.m. Reception and Dinner in Chimney Rock Grill

Wednesday August 8, 2007

- 8:05 a.m.
- 8:22 a.m. Approval of the minutes for May 22-24, 2007 Board meeting
- 8:36 a.m. Approval of the minutes for July 5, 2007 Teleconference Board meeting
- 8:45 a.m. FY 2009 Budget cont. and Approval of FY '09 Budget
- 10:15 a.m. Break
- 10:26 a.m. LWCF State and Local Grants Allocation*
- 10:38 a.m. **Executive Session** Under authority of Idaho Code § 67-2345(c) an executive session may be held to discuss personnel, acquisition of private lands, and/or litigation
- 11:52 a.m. Recess
- 12:30 p.m. Tour of Priest Lake State Park
- 5:00 p.m. Reception and Dinner at Priest Lake Indian Creek Unit

Thursday August 9, 2007

- 8:05 a.m. Call to order
 - 8:06 a.m. Public Forum
 - 8:30 a.m. Public Comment for Hidden Lake Float Home Leases
 - 9:00 a.m. Heyburn Float Home Lease Review
 - 9:45 a.m. Development Report
 - 10:15 a.m. Break
 - 10:31 a.m. FY '07 End Financial Statement
 - 11:02 a.m. Director's Report
 - 11:10 a.m. Camis/Reservation Report
 - 11:35 a.m. Proposed 2008 Agency Legislation
 - Noon Lunch
 - 1:04 p.m. Advisory Committee Replacement Selection
 - 1:40 p.m. Approval Group Use Permit Applications
 - 1:43 p.m. Attorney General's Report
 - 1:50 p.m. Communication Report
 - 2:07 p.m. Adjourn
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Tuesday August 7, 2007

Vice Chair Jean McDevitt called the Board meeting to order at 1:07 p.m. August 7, 2007 at the Schweitzer Mountain Resort in Sandpoint with the following Board members attending:

Jean McDevitt, Vice Chair, Pocatello
Randal Rice, Member, Moscow
Ernest Lombard, Member, Eagle
Steve Klatt, Member, Sagle
Doug Hancey, Member, Rexburg

Also present during all or a portion of the meeting were the following individuals:

Robert Meinen, Director
Jan Johns, Administrative Assistant to the Director
Dean Sangrey, Division Administrator - Operations
Dave Ricks, Division Administrator – Management Services
Jennifer Wernex, Communication Program Manager
Cathy Hall, Budget Analyst
Steve Frost, Recreation Resource Bureau Chief
Rick Brown, South Region Manager
David White, North Region Manager
Garth Taylor, East Region Manager
Rick Just, Coordinator-Comprehensive Planning
Steve Strack, Attorney General - Natural Resources Division
Bill Scudder, Park Manager, Old Mission State Park
Ron Hise, Park Manager, Heyburn State Park
Georgia Suchocki, Administrative Assistant North Region
Dawn Hall, Department of Financial Management
Ray Houston, Joint Finance Appropriations Committee

1:10 p.m. Approval of the Minutes

Mr. Klatt moved to delay the approval of the Board minutes until August 8, 2007 allowing time for clarification. Mr. Lombard seconded the motion. The Chair asked for further discussion. Hearing none, the Chair called for a vote on the motion. All votes were cast in the affirmative. Motion passed.

1:56 p.m. Finalization of 2008 Road & Bridge Funding Process

Mr. Lombard moved to accept staff's recommendation that the Development Bureau continue to receive one half of the Road and Bridge funds for maintaining the expansive network of roads in Idaho's state parks. He also moved to accept staff's recommendation that the remaining half of the Road and Bridge funds be available for projects identified by staff and approved by the Director. The Director would report to the Board on the specific projects that were funded. Mr. Rice seconded the motion. The Chair asked for further discussion. Hearing none, the Chair called for a vote on the motion. All votes were cast in the affirmative. Motion passed.

1:57p.m. FY 2009 Budget

Staff presented the FY 2009 budget requests to the Board members.

Discussion followed.

5:15 p.m. Mr. Klatt moved to continue the budget workshop beginning Wednesday morning August 8, 2007. Mr. Lombard seconded the motion. All votes were cast in the affirmative. Motion passed.

Wednesday August 8, 2007

8:05 a.m. Meeting called to order.

8:22 a.m. Approval of the Minutes for the May 22, 2007 Board Meeting

Mr. Hancey moved to approve the minutes for May 22, 2007 Board meeting as corrected. Mr. Klatt seconded the motion. All votes were cast in the affirmative. Motion passed.

8:36 a.m. Approval of the Minutes for the July 5, 2007 Teleconference Board Meeting

Mr. Klatt moved that the Board approve the minutes of the July 5, 2007 Teleconference Board meeting. He asked that the word "Revised" be inserted in Mr. Lombard's 10:10 a.m. motion. The motion would be stated as the following:

"...staff's *revised* recommendation for the Road & Bridge...." Mr. Lombard seconded the motion. The Chair asked for further discussion. Hearing none, the Chair called for a vote on the motion. All votes were cast in the affirmative. Motion passed.

8:44 a.m. Mr. Klatt moved that staff review the Bone Road RV recreational parking lot and that the Board follow the staff's recommendation in cooperation with the county. Mr. Hancey seconded the motion. The Chair asked for further discussion. Hearing none, the Chair called for a vote on the motion. All votes were cast in the affirmative. Motion passed.

8:45 a.m. Continuation of the Budget Requests for FY 2009

The Board discussed budget priorities. Mr. Rice shared his concerns about the amount of decision units (DU) that were presented. He also requested that staff address the issue that if the Board wanted to insert a request for three more full time employees (FTP), to which DU would the staff want the FTPs assigned. Mr. Rice said that he would like to have a total of five (5) FTPs added to the budget request.

Discussion followed.

Mr. Rice said that this was the one chance in the year to let the legislators know that the agency was under funded. By not asking for what the agency needs in staffing, Mr. Rice felt that the Board was not doing their job.

Mr. Klatt responded that Governor Otter has said that he is going to reduce the number of full time state employees. He said he did not believe that this was the correct time to request more FTPs. If the agency asks for a small number of FTPs, the chances are better. If we request a larger number of FTPs, we may jeopardize the chance to receive any new FTPs.

Discussion followed.

10:08 a.m. Mr. Hancey moved that the Board accept the 2009 budget proposal, which includes the Board directions to staff for suggested changes. Mr. Lombard seconded the motion. Mr. Rice requested that the specific changes be noted for clarification.

Discussion followed.

10:20 a.m. Mr. Hancey withdrew his motion. Mr. Lombard removed his second.

10:22 a.m. Mr. Hancey moved to approve the 2009 budget request as presented with the following changes:

- **DU- 9 Change to \$710,000 in General Funds, dedicated funds in DU-9 will be reviewed by staff, and emailed to the Board for approval**
- **DU-16 will be inserted as DU-5 and become a limited service position.**

Discussion followed.

Mr. Klatt asked that the Board be more involved in the process of creating the budget requests. The Chair asked for further discussion. Hearing none, the Chair called for a vote on the motion. Hancey-aye, Lombard-aye, McDevitt-aye, Klatt-aye, Rice-nay. Motion passed.

Mr. Rice requested time to explain his vote. Mr. Rice said that he was in support of the total budget. The Board is a citizens advisory group and as such, it is the Board's job to let the Governor and the Legislators know what the agency's needs are. Mr. Rice said that staff and the Board were being caught in a political game of what should or shouldn't be asked for in the budget request because of what it may or may not lead to. Mr. Rice said that he has a philosophical problem with the misunderstanding of the role of the Board in the budget process.

Discussion followed.

10:26 a.m. Land & Water Conservation Funds (LWCF) Allocation

Mr. Doug Eastwood of District 1 of the Idaho Recreation & Parks Association (IRPA) addressed the Board regarding IRPA's recommendation that IDPR establish a biennial allocation of the Land and Water Conservation Fund (LWCF). Mr. Eastwood explained the concept of alternating years between the state and local levels. In this process, one-year LWCF grants would be processed through the normal grant applications with reviews and priorities set by the advisory committee. The recommendations would then be approved by the Board. The next year all the funds would go through the State agency level of government with approval by the Board in our budget process. Notification would be sent to other state agencies that may have requests for grants. Occasionally other agencies would have grant requests for projects. These grant requests would need to be considered.

The National Park Service (NPS) reviewed the proposal and supports the concept. The only concern NPS has is that the Department should have a "leveling of the distribution year" in the process. In order to accommodate that concern, IDPR would agree, as has the IRPA, that every fifth year would be used to even out the local state ratio of the previous 4-year cycle.

The alternating cycle is beneficial for both the local and state grants. On both levels, the Department could rely on a larger share. This would help IDPR with the planning of projects. The fifth year equalizer will help balance the process. Both sides would agree that if the Land and Water program is ever funded at a higher level, the Department would return to the an annual distribution process. Staff feels that this new process would make it easier for both the local and state levels of government to be more efficient.

Discussion followed.

10:36 a.m. Mr. Rice moved to accept staff's recommendation that the Board approve establishing a biennial allocation of the Land and Water Conservation Funds. Mr. Klatt seconded the motion. The Chair asked for further discussion. Hearing none, the Chair called for a vote on the motion. All votes were cast in the affirmative. Motion passed.

10:38 a.m. Executive Session

Mr. Klatt moved to go into Executive Session in accordance with Idaho Code §67-2345. Mr. Lombard seconded the motion. Chair asked for further discussion. Hearing none, the Chair polled the members. Hancey-aye, Klatt-aye, Lombard-aye, Rice-aye, McDevitt-aye. Motion passed.

11:50 a.m. Mr. Klatt moved to go out of Executive Session. Mr. Lombard seconded the motion. Chair asked for further discussion. Hearing none, the Chair called for a vote on the motion. All votes were cast in the affirmative. Motion passed.

11:52 a.m. Recess

Thursday August 9, 2007

8:05 a.m. Meeting is called to order.

8:06 a.m. Marine Deputy Cary Kelly of Bonner County Sheriff's Office presented an update to the Board regarding the results of Waterways Improvement Funds (WIF) grants that have been awarded to Bonner County Sheriff's Department.

8:30 a.m. Public Forum for Hidden Lake Float Home Leases

Mr. Dave Kimberling, Wynn Mosman, Dave Chestnut, Katie Cox, and Kathy Chestnut shared their views on the future of Hidden Lake.

9:00 a.m. On July 7, 2007 a second draft of the Hidden Lake Float Home lease, developed by the Attorney General's Office, was presented to the float home owners (*see Attachment 1*) and staff asked the Board to approve the lease as presented.

Discussion followed.

9:35 a.m. Mr. Rice moved that the Board accept the draft lease presented and that the Board authorize staff to move forward to work with the float homeowners in attempting to reach agreement on lease specific issues as well as the issues in lessees 9-point recommendation. The Board is to receive a proposed lot layout of the relocated sites for discussion at the November 2007 Board meeting. Mr. Lombard seconded the motion. Discussion on whether or not the information would be ready by the November meeting occurred. Chair asked for further discussion. Hearing none, the Chair called for a vote on the motion. All votes were cast in the affirmative. Motion passed.

9:45 a.m. Development Report

Mr. Ricks presented the Development Report.

Discussion followed.

10:31 a.m. FY '07 Financial Statement

Mr. Ricks presented the FY'07 year-end fiscal report. He presented a brief summary of expenditures followed by a report on revenue.

Discussion followed regarding expenditures for *Experience Idaho* funds.

11:00 a.m. Mr. Hancey moved to accept the FY '07 Financial Statement as presented. Mr. Lombard seconded the motion. Chair asked for further discussion. Hearing none, the Chair called for a vote on the motion. All votes were cast in the affirmative. Motion passed.

11:02 a.m. Director's Report

Director Meinen updated the Board on the following:

- 25th Anniversary of Harriman State Park
- Governor's Proclamation on Greenhouse Gas issues and how IDPR could set the standard for other state agencies
- Castle Rock bunkhouse

11:10 a.m. Camis Update Report

Mr. Sangrey presented information regarding the reservation activity in the three regions with a comparison between 2006 and 2007.

Discussion followed.

11:35 a.m. Proposed 2008 Agency Legislation

Mr. Sangrey asked that the Board approve the proposed changes or additions to Sections 67-7022 Overloading, 67-7025 Interference with Navigation, and 67-7077 Operation of Vessels, of Idaho Code, The Idaho Safe Boating Act, and Section 67-7101, Idaho Code, Definitions 1 & 15, and that the Board direct the Department to proceed with preparation of these legislative ideas for submission to the Division of Financial Management in accordance with their procedures.

Discussion followed.

11:47 a.m. Mr. Klatt moved to accept the proposed changes or additions to Sections 67-7022 Overloading, 67-7025 Interference with Navigation, and 67-7077 Operation of Vessels, of Idaho Code, The Idaho Safe Boating Act, and Section 67-7101, Idaho Code, Definitions 1 & 15, and that the Board direct the Department to proceed with preparation of these legislative ideas for submission to the Division of Financial Management in accordance with their procedures. Mr. Hancey seconded the motion. Chair asked for further discussion. Hearing none, the Chair called for a vote on the motion. All votes were cast in the affirmative. Motion passed.

11:48 a.m. Proposed IDAPA Rule Changes

Mr. Sangrey discussed the changes and/or additions to IDAPA 26, Title 01, Chapter 20, Rule 010.01.03(a), addressing the definition of the capacity of a campsite, Rule 401 creating operations guidelines for non-traditional activities, Rule 576.01 & .02 amending the rule to allow for the spreading of human ashes within state parks, and IDAPA 26, Title 01, Chapter 30, Rule 525.04 & .05 addressing negligent operation of a vessel, and asked that the Board direct the Department to proceed with rule-making to complete the proposed changes or additions.

Discussion followed.

11:51 a.m. Mr. Klatt moved to approve the proposed changes or additions as presented by staff. Mr. Hancey seconded the motion. Mr. Klatt amended his motion to include the suggested changes that were discussed, specifically a clearer definition to land use restrictions, unsafe waterskiing operations and campsite. Mr. Hancey seconded the amendment. Chair asked for further discussion. Hearing none, the Chair called for a vote on the motion. All votes were cast in the affirmative. Motion passed.

11:54 a.m. Mr. Lombard moved that the Board direct staff to draft legislation to remove the 30 day reciprocity in regards to purchasing an ATV/trail bike sticker. Klatt seconded the motion. Chair asked for further discussion. Hearing none, the Chair called for a vote on the motion. All votes were cast in the affirmative. Motion passed.

Discussion followed.

1:04 p.m. Advisory Committee Replacement Selection

Mr. Claycomb presented the staff's recommendations for the replacement of the Advisory Committee members whose terms had expired. He suggested that the Board table the vote for Land and Water Conservation Fund Advisory replacement based on the decision of the Board to allocate the Land and Water Conservation Funds biennially.

1:08 p.m. Mr. Hancey moved to table the advisory committee selection for the Land and Water Conservation Funds until 2008. Mr. Lombard seconded the motion. Chair asked for further discussion. Hearing none, the Chair called for a vote on the motion. All votes were cast in the affirmative. Motion passed.

1:09 p.m. Mr. Hancey moved to accept staff recommendations for replacements for the Waterways Improvement Fund, Recreational Vehicle, Off-Road Motor Vehicle and Recreational Trails Program advisory committee members. Mr. Klatt seconded the motion. Chair asked for further discussion. Hearing none, the Chair called for a vote on the motion. All votes were cast in the affirmative. Motion passed.

1:11 p.m. Board Members Discussion

Mr. Klatt said that he had been approached by an advisory committee member who expressed concern about the equity of having the IDPR Grants program under the supervision of the IDPR Development program as well as the Accounting program. Mr. Klatt asked Director Meinen to consider the possibility of moving the Grants program into another division of the agency. He asked that if this is valid concern, to have follow up discussion beginning with the Director's response. Mr. Klatt also asked that the Board members be given budget information as well as allotted time to discuss budget philosophy for the next budget presentation. Mr. Klatt suggested that the fall and spring meetings include tours and the summer and winter meetings focus strictly on IDPR business, giving the Board members adequate time to review the needs and ultimately the budget requests for the agency.

Mr. Hancey agreed with Mr. Klatt, suggesting that the Chair and the Vice-chair meet between the spring and summer meeting with staff to review the initial budget requests.

Director Meinen suggested that the January Board meeting would be the time to discuss Board's philosophy and budget needs for the upcoming budget cycle. From that conversation, staff can develop the budget using the Board's guidance as a base.

1:40 p.m. Approval Group Use Permit Applications

Mr. Sangrey asked for the Board's approval of the Ponderosa – 2008 Nordic World Masters and Billingsley Creek-Hagerman Valley Ducks Unlimited Banquet.

1:41 p.m. Mr. Rice moved that the Board approve the group use permit applications as presented by staff. Mr. Hancey seconded the motion. Discussion followed. Chair asked for further discussion. Hearing none, the Chair called for a vote on the motion. All votes were cast in the affirmative. Motion passed.

1:43 p.m. Attorney General's Report

Mr. Strack presented the Attorney General's report with discussion following regarding the Endowment fund from Ritter Island.

1:50 p.m. Communication Report

Ms. Wernex presented the Communications report, discussing the various projects. Ms. Wernex asked for two volunteers from the Board to sit on a marketing team to assist with creating a marketing plan. Mr. Klatt, Mr. Hancey, and Mr. Lombard volunteered.

2:07 p.m. Mr. Klatt moved to adjourn the meeting. Mr. Lombard seconded the motion. Chair asked for further discussion. Hearing none, the Chair called for a vote on the motion. All votes were cast in the affirmative. Motion passed.

Jean McDevitt, Vice Chair
Idaho Park and Recreation Board

Robert L. Meinen, Director
and Ex-Officio Member of the Board

ATTACHMENT #1

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**State of Idaho
Department of Parks and Recreation
Lease No. _____**

Heyburn State Park Recreational Float Homes

This lease agreement is entered into effective January 1, 2010, by and between the state of Idaho, acting by and through the Idaho Park and Recreation Board, and _____, Lessee.

In consideration of the mutual covenants set forth herein the parties agree as follows:

1. Description of Recreational Float Home Site. Lessor agrees to lease to Lessee the right and privilege to possess and use in the manner and for the purposes specified in this lease, the following recreational float home site located in Heyburn State Park, County of Benewah, State of Idaho, described as follows:

Hidden Lake Site No. _____.

- a. Map. A map of the recreational float home sites is attached to this Lease Agreement as Exhibit A.
- b. As-Is. Lessee accepts the recreational float home site in its present condition with all faults or hazards, whether patent or latent, and without warranties or covenants, express or implied. Lessee acknowledges that Lessor shall have no duty to maintain, repair, or improve the recreational float home site.

2. Definitions. As used in this lease agreement, the terms set forth below have the following definitions:

- a. Assignee. A person who assumes a valid lease from a Lessee.
- b. Assignment. The Department-approved transfer of a valid lease from a current Lessee to a new Lessee.
- c. Assignor. A current Lessee who transfers a valid Lease to a new Lessee.
- d. Board. The Idaho Park and Recreation Board, as established by Idaho Code §§ 67-4221 through 67-4223.
- e. Boat House. A floating structure with roof and walls, to be used primarily for the storage of boats and other watercraft. Boat houses may also include limited living and sleeping facilities, but many not include kitchen facilities.

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- f. Department. The Idaho Department of Parks and Recreation.
- g. Director. The director and chief administrator of the Department, or the designee of the director.
- h. Recreational Float Home. A floating moveable structure designed and built to be moored for use as a waterborne seasonal recreational residence, but excluding any permanent connection to an on-shore sewage system. For purposes of this Lease, “recreational float homes” are not “floating homes” as that term is used in Title 55, Chapter 27, Idaho Code.
- i. Recreational Float Home Site. A designated location upon the navigable waters of Hidden Lake, ____ feet in width by ____ feet in length, designed to accommodate one (1) recreational float home and associated structures. Recreational float home sites do not include any right or privilege to adjacent lands above the ordinary high water mark.
- j. Improvements. Any structure permanently attached to uplands or submerged lands; it is anticipated that the only improvements erected by Lessees shall be pilings for the mooring of recreational float homes, boat houses, and other moveable personal property.
- k. Lease. The contract defining the rights and duties of the parties regarding a recreational float home located within Heyburn State Park.
- l. Lease Payment. The annual fee or rent paid by a Lessee to the Lessor.
- m. Lessee. A person who holds a valid lease for a recreational float home site within Heyburn State Park.
- n. Lessor. Collectively, the Idaho Park and Recreation Board, the Idaho Department of Parks and Recreation, and Heyburn State Park.
- o. Moveable personal property. Recreational float homes, related structures such as docks, ramps, floating walkways and boat houses, and other personal property such as household goods and furnishings belonging to Lessee.
- p. Recreational residence use. The use of a recreational float home and related structures for seasonal recreational use, and excluding any use of the recreational float home as a permanent or primary residence.
- q. Remove. As applied to improvements and moveable personal property, the term “remove” means to either re-locate Lessee’s improvements and moveable personal property to a location outside Heyburn State Park, or, with the written permission of Lessor, to dismantle and dispose of the improvements or moveable personal property, which permission may require conditions consistent with public

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health, public safety, and preservation of park resources, at the sole discretion of Lessor.

- r. Sublease. A Lessee's written agreement to sub-let or rent the recreational float home on a recreational float home mooring site for monetary or other valuable consideration.

3. Lease Term. The term of this lease shall be for ten (10) years commencing upon January 1, 2010 and ending December 31, 2019.

4. Renewal. No right of renewal is implied or granted as part of this lease. The decision to offer to Lessee a new lease at the expiration of this lease is expressly reserved to the sole discretion of the Lessor, upon terms to be decided by the Lessor.

5. Lease Payment

- a. Base Rate. The initial annual lease payment shall be \$_____. The lease payment is calculated as 5.0% of the established fair market value of the recreational float home site as if the recreational float home site were held in fee simple estate. The fair market value of the recreational float home site was established prior to the offering of this lease by an appraisal obtained from an independent appraiser, which established a fair market value for the float home site in the amount of \$_____. By signing this Lease, Lessor and Lessee mutually accept such amount as the fair market value.
- b. Base Rate Mid-Lease Adjustment. The recreational float home site shall be reappraised at the middle of the lease term to establish fair market value as of January 1, 2015, and the base rate will be adjusted to reflect the fair market value established by the re-appraisal.
- c. Payment Schedule.
 - (1) Full Payment. The Lessee may make payment in full on or before the first day of January of each year for the coming year.
 - (2) Optional Split Payment. The Lessee may make a payment of one-half the amount due, plus a \$200 split payment fee, on or before the first day of January of each year. The second one-half of the payment will be made on or before the first day of April of each year.
- d. Late Payments. Payments that are more than thirty (30) days past due shall accrue interest from the due date at the legal rate of interest as set by the Idaho State Treasurer for the accrual of interest on judgments. Full or split payments not received within 45 days of the due date shall be cause for termination of the lease,

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which shall be implemented by the sending of a Notice of Termination by certified mail to Lessee's last known address.

6. Appraisals, Reappraisals, and Appeals

- a. Prior to the entry of this Lease, Lessor shall have caused the recreational float home sites to be appraised by an independent appraiser. The value of the recreational float home sites will be determined collectively, so that each site of similar size is assigned the same value.
- b. The recreational float home site shall be reappraised to establish fair market value as of January 1, 2015, using the same methodology described in the preceding paragraph. Lessor shall provide to Lessee an Appraisal Evaluation Notice with the results of such reappraisal.
- c. Appraisal Appeals Process.
 - (1) Lessee may appeal only at time of reappraisal.
 - (2) Appeals to the reappraisal must be filed with the North Region Office of the Idaho Department of Parks and Recreation within 60 days of the postmarked Appraisal Evaluation Notice. Appeals must be in writing and contain supporting information.
 - (3) Appeals containing supporting information will be reviewed by the Department and the contracted appraiser to determine if anything was overlooked, if any mathematical errors were made, or if the new data indicates that an adjustment to value is indicated. The review is to be completed and notification of the Department's findings shall be provided to the Lessee within 30 days.
 - (4) The Lessee, if not satisfied, has 30 days from the date of the issuance of the findings to further appeal the Appraisal Evaluation Notice. The Lessee will be notified of a date and time for appointment with the Appeals Panel. The Appeals Panel shall be made up of two Board Members, a Department staff member and one State of Idaho Appraiser (i.e., appraisers employed by the Idaho Department of Lands, Idaho Transportation Department, or other agencies).
 - (5) The Appeals Panel will send a Notice of the Recommended Action to the Lessee. The Appeals Panel will forward the Notice of Recommended Action to the Board. If the Lessee seeks further relief from the recommended action, the Lessee shall, no later than 30 days after the postmarked date of the Notice of Recommended Action, file a request through the North Region Office to appear before the Board. The request to appear before the Board shall contain a statement of the relief sought and the basis for such relief.

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(6) The Lessee will be notified of the date and location of the Board meeting and an approximate time that the appraisal action will be reviewed.

(7) A decision by the Board is the final agency action.

7. Recreational Use and Occupancy. The recreational float home site is leased for recreational residence use only. Use may be intermittent or seasonal but in no event shall the premises be occupied in excess of six (6) months in any 12 consecutive months or more than 185 days in any 365 day cycle.

- a. Each recreational float home site is limited to a single recreational float home and a single boathouse, along with associated docks and walkways.
- b. No commercial enterprise is allowed upon the recreational float home site, including short-term or long-term rental or time-sharing for profit.
- c. Lessee's use of the recreational float home site shall not preclude the right of the public to access and use Heyburn State Park and Hidden Lake for recreational purposes; provided, that Lessee may exclude the public from Lessee's improvements and moveable personal property.

8. Subleasing. Subleases of recreational float home sites are not permitted.

9. Assignment.

- a. Approval Required. Lessee shall not assign this recreational float home site lease without first having obtained the written consent of Lessor. Any assignment of this lease without the written consent of Lessor shall be void and shall be a breach of this lease, resulting in termination. If Lessee purports to assign this lease without the written consent of Lessor, Lessee shall retain all of the rights, duties, and responsibilities imposed by the terms of this lease.
- b. Required Documentation. The following items shall be provided to the Lessor by a Lessee seeking to assign a lease:
 - (1) Application for Assignment. Application for assignment of a recreational float home site lease shall be made on forms available from the Lessor. Applications shall be complete and contain all information requested on the form.
 - (2) Valuation. The full value of all consideration paid or to be paid by Assignee shall be disclosed on the application for assignment. Consideration shall be broken into the following three components: (a) value of assignor's improvements; (b) value of assignor's moveable personal property to be included in the sale; and (c) the value of the leasehold. The value of the improvements and moveable personal property included in the assignment

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shall be established by the tax appraisal conducted by the Benewah County Assessor or by a certified appraisal of all improvements and moveable personal property performed by an Idaho-licensed real estate appraiser. The leasehold value shall be determined by subtracting the value of the improvements and moveable personal property from the total consideration paid by assignee to assignor. The Lessor reserves the right to challenge appraisal figures.

- (3) Purchase Agreement. One copy of the purchase agreement or contract of sale, acknowledged by the assignee and assignor.
- (4) Other Appropriate Paperwork. If the assignment is made without sale, Lessee shall provide the appropriate paperwork for the type of transaction, i.e., letter indicating gift, divorce decree, will, etc.
- (5) Assignment Fee. A non-refundable fee of \$300.00 shall accompany each application for assignment.
- c. Deficiencies. All lease payments and charges owed to the Lessor shall be paid and all deficiencies shall be cured before Lessor will approve an application for assignment.
- d. Action on Application. The Lessor shall approve or deny an application for assignment of a lease within thirty (30) days of receipt of a completed application.
- e. Conditions. Assignees are subject to all the terms of the recreational float home site lease agreement and such other conditions as the Director may impose as a condition of approving the application for assignment.
- f. Board Approval. Final Board approval of an assignment is deemed to occur after the application for assignment has been approved by the Director.
- g. Recording. All leases and assignments shall be recorded with Benewah County.

10. Maintenance of Recreational Float Homes. Lessees must maintain recreational float homes and other moveable personal property with sensitivity to the fact that their recreational float homes are located in a public park with historical, cultural, and natural amenities which are valued by visitors and residents alike. Visual impacts of recreational float homes must be minimized by the use of muted natural colors and maintenance of the recreational float home in ways that minimize the intrusiveness of the structure.

- a. Site Conditions. Lessees shall maintain recreational float homes, boat houses, docks, and floating walkways to minimize fire and safety hazards, protect park resources, and to provide a natural, but managed appearance. Recreational float home sites shall be kept at all times in a clean and sanitary condition, free of trash,

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garbage, litter and unused or discarded household items. Roofs should be kept clear of all debris and needles on a regular basis to minimize fire hazard.

- b. **Roofing Material.** Roofing material can be shingle, shake, rolled mineral surfaced, 3-tab composition, or baked-on enamel metal. Shake and shingle roofing, although acceptable, are not recommended because of the potential fire hazard. Baked-on enamel roofing should be of an earth-tone color, preferably dark brown or dark green. A palate of acceptable colors is available at the park office. All roofing materials and colors must be approved in writing by the Director prior to application.
- c. **Exterior Colors.** The exterior color of recreational float homes, boat houses, and outbuildings should harmonize with the surrounding landscape. Strong contrasts between the trim and exterior color should be avoided. Earth-tones and forest colors which blend in with the surroundings are ideal. Browns, greens, and grays are recommended. A palate of acceptable colors is available at the park office. All paint colors must be approved in writing by the Director prior to application.
- d. **Use Limited to Site.** Lessees shall confine all improvements, moveable personal property, boats and watercraft to the recreational float home site. No encroachment onto adjacent property, whether park property or another recreational float home site, will be permitted.
- e. **Satellite Dishes and Antennas.** Satellite receiver dishes three (3) feet or less in diameter are permitted and must be located on the recreational float home site. To the extent possible, they should be located so as to minimize their visibility from public areas. Other external aerial antennas are not permitted.
- f. **Upland Areas.** Adjacent upland property will be left in its natural state. No improvements shall be located or constructed on upland property without the express written approval of the Director. Any existing improvements must be removed by August 1, 2010. Lessee shall not remove vegetation, including trees, from uplands without the prior written consent of the Director.
- g. **Buoyancy.** Recreational float homes shall be maintained to ensure sufficient buoyancy to allow relocation of the recreational float home to another site should the Lessor require relocation pursuant to the terms of this agreement. Recreational float homes and docks must be maintained to keep all decking at least six inches above the water during normal use. Either logs or encapsulated foam must be used to maintain buoyancy.
- H. **Moorage.** Lessee is responsible for placement and maintenance of all pilings necessary for moorage of Lessee's moveable personal property. Before placement of pilings, Lessee must submit a construction plan to Lessor and receive the written approval of the Director, and comply with all other applicable laws and regulations.

11. Utilities.

- a. Domestic Trash. Domestic trash, excluding toxic and hazardous materials, landscape and construction materials, may be placed in the trash receptacles provided at designated locations in Heyburn State Park.
- b. Burnable Materials. With the permission of the park manager, Lessees may remove burnable plant material and construction material to a designated location in Heyburn State Park. Arrangements for such disposal shall be made in advance with the park manager.
- c. Other Trash. All other trash shall be removed from the park and the disposed of in conformity with all pertinent federal, state and local laws and regulations.
- d. Fees. A fee of \$150 per year shall be assessed against each recreational float home lease to cover the costs of trash disposal. Changes in the trash fee will be reflected in the annual billing.
- e. Domestic Water. No domestic water service is supplied to recreational float homes.

12. Sewage and Waste Water. Lessee shall dispose of all sewage in conformity with the requirements of the Panhandle Health District, rules of the Idaho Park and Recreation Board, and all other applicable federal, state, and local sanitation requirements. Lessor may require Lessee to furnish a certificate of compliance or other satisfactory proof of compliance with applicable sanitation requirements. Occupancy of a recreational float home that does not meet all applicable requirements for disposal of sewage and gray water is prohibited. Failure to comply with this provision may result in immediate termination of this lease.

- a. Toilets. Incinerator or composting toilets are allowed, if (1) located within the recreational float home or boat house, and (2) consistent with requirements of the Panhandle Health District. All other types of toilets are prohibited unless approved in writing by the Director.
- b. Gray water disposal. Gray water, consisting solely of waste water from showers and sinks, shall be collected in a leak-proof container, that has been approved by the Panhandle Health District, and periodically transported to an on-shore facility capable of receiving and disposing of such wastes in conformance with all applicable public health sanitation requirements, including requirements of the Panhandle Public Health District. If Lessee elects to dispose of gray water at the sewage disposal facilities of Heyburn State Park, the fee for use of the facilities shall be \$_____ per year.

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- c. Disposal of any material or substance, whether solid or liquid, into Hidden Lake or any other waters or lands within Heyburn State Park is strictly prohibited and shall be cause for immediate termination of this lease.

13. Boats and Watercraft. No Lessee may keep more than two (2) boats or other motorized watercraft, registered to Lessee's name, upon the leased premises.

14. Burning Prohibited. Lessee may not burn material of any type or nature outside of a stove or fireplace without the prior written consent of the Director. Barbecue devices, designed for use outdoors, are permitted.

15. Inspection of Leased Premises and Recreational Float Home. Lessee shall permit Lessor to inspect the recreational float home site, recreational float home, boat house or any other moveable personal property to verify compliance with the terms and conditions of this lease at any reasonable time and upon reasonable notice.

16. Construction and Reconstruction. It is the Lessor's goal that recreational float homes shall be constructed and maintained to be as visually unobtrusive as possible. Lessee must obtain a Heyburn State Park Construction Permit prior to any construction or reconstruction of recreational float homes, or any related structures or moveable personal property including docks, walkways, and boat houses. Applications for Construction Permits may be obtained from the park manager. Applications should be submitted at least thirty (30) days before the anticipated start of construction.

- a. Plans. Detailed plans are required for construction or reconstruction of recreational float homes, docks, walkways, and boat houses. Licensed architectural or detailed construction drawings will be required for major construction or reconstruction.
- b. Additions. No requests for construction of additional stories for a recreational float home or boat garage will be considered. No requests for construction or reconstruction that would result in expansion of the exterior dimensions of a recreational float home or boat house or exceed current square footage will be considered.
- c. Ramps, Docks and Boat houses. All structures, including recreational float homes, docks, and boat houses may not extend beyond the boundaries of the recreational float home site. New or reconstructed docks shall be limited to ten (10) feet in width and the minimum length and configuration necessary for the docking of Lessee's boats and watercraft.
- d. Outbuildings. No requests for construction of outbuildings on adjacent upland property will be considered. Any outbuildings on adjacent upland property must be removed at Lessee's expense by August 1, 2010.

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- e. **Reconstruction.** In the event that a recreational float home is destroyed, the Board specifically retains the right to determine, at its discretion, whether to terminate this lease or allow the recreational float home to be rebuilt. Complete destruction is defined as a loss of 60% or more of the original structure. If the Lessor terminates this lease after destruction of a recreational float home, the Lessee is responsible for salvage, clean up, and restoration of the recreational float home site. Following restoration of the site, the Lessee will receive a pro-rata refund of the annual lease payment, calculated from the date of destruction.
- f. **Time for Completion.** All exterior building construction is to be completed within twelve (12) months of the issuance of the construction permit.
- g. **Unauthorized construction.** The construction, placement, or erection of any structures, improvements, or other alterations without the prior written consent of the Director shall constitute a breach of this Lease. At its discretion, the Lessor may terminate the Lease or require removal of the structure, improvement, or alteration.
- h. **Approvals.** All applications for Construction Permits must be approved by the Director.
- i. In addition to the Heyburn State Park Recreational Float Home Construction Permit, Lessee is responsible for obtaining all necessary state and local building permits before engaging in any construction or reconstruction.

17. Relocation and Consolidation.

- a. **Relocation and Consolidation at Beginning of Lease Term.** If Lessee's recreational float home site is not the same as assigned to Lessee in previous leases, Lessee shall have until August 1, 2010, to relocate Lessee's moveable personal property to the recreational float home site assigned in paragraph 2 of this lease. Lessee shall pay the costs of such relocation.
- b. **Relocation and Consolidation During Lease Term.** In the event that some Lessees voluntarily terminate their leases before December 31, 2019, Lessor retains the right to re-assign Lessee to another recreational float home site in order to meet Lessor's goal of consolidating the recreational float homes within Hidden Lake to maximize recreational opportunities for park users. Lessee shall pay the costs of such relocation.

18. Rules and Regulations. Lessee shall comply with the Rules Governing the Administration of Park and Recreation Areas and Facilities (IDAPA 16.01.20), and all other applicable federal, state and local laws and regulations.

19. Termination of Lease. In the event of termination of this lease, either by expiration of its term, voluntary termination by Lessee, or termination by Lessor for cause pursuant to other provisions of this lease agreement, Lessee shall dispose of improvements and moveable personal property as follows, unless Lessor offers a new lease that is accepted by Lessee:

- a. Lessee shall remove all improvements and moveable personal property from the recreational float home site, with Lessee paying all costs of removal.
 - 1) If Lessee desires to dismantle and dispose of moveable personal property, rather than re-locate such property to a location outside Heyburn State Park, Lessee must secure the written permission of the Director, which permission may require conditions consistent with public health, public safety, and preservation of park resources, at the sole discretion of the Director.
- b. Lessee shall restore the recreational float home site as nearly as reasonably practical to its natural condition, as agreed upon by Lessor, with Lessee paying all costs of restoration.
- c. The above provisions shall not apply to structures or improvements that are the property of the Lessor.
- d. Removal of all improvements and moveable personal property, and restoration of the recreational float home site, shall be completed within ninety (90) days of termination or as agreed upon by Lessor.
- e. Failure to Remove or Restore. If Lessee fails to remove all improvements and moveable personal property, or to restore the recreational float home site within ninety (90) days of termination, Lessor retains the right to do so and to bill Lessee for all expenses occurred in such removal and restoration. Lessee covenants to reimburse Lessor for all such expenses. Provided, that upon a showing of good cause, the Lessor may extend the time allowed for removal of improvements and moveable personal property.

20. Breach

- a. Violations. Any violation by Lessee or any agent of Lessee of any term of this lease agreement, or any violation of any rule or regulation now in force or hereafter adopted by the Board, shall be grounds for termination of this lease.
- b. Notice of Breach. Lessor shall provide written notice to Lessee of any lease or rule violation and shall allow Lessee thirty (30) days from service of the notice to cure the violation.

21. Remedies for Breach

- a. Termination. Lease or rule violations which have not been cured within thirty (30) days of receipt of the notice of violation shall subject the lease to termination.
- b. Notice of Termination. Notice of termination shall be in writing and shall be served on Lessee not less than thirty (30) days prior to the effective date of termination.
- c. Type of Breach. The determination of whether a violation constitutes a material breach subjecting a lease to termination shall rest solely in the discretion of the Director.

22. Reinstatement of Lease. Not later than thirty (30) days following the effective date of termination of this lease for cause, the Lessee may submit to the Lessor a written request for reinstatement setting forth good cause why the lease should be reinstated. At the Director's discretion, a terminated lease may be reinstated upon the payment of a reinstatement fee of four hundred dollars (\$400), and upon such other terms and conditions as the Director deems appropriate.

23. Waiver. A modification or waiver by Lessor of any term or conditions of this lease shall not be deemed a continuing modification or waiver of the same term or condition.

24. Indemnification. Lessee hereby agrees to defend, indemnify, and hold harmless the Lessor, the Board, the Department, the state of Idaho, its agents and employees for any and all claims, actions, damages, costs, and expenses which may arise by reason of occupation and use of the recreational float home site by Lessee or any of Lessee's agents or by any person occupying or using the recreational float home site with the Lessee's permission. Nothing in this lease shall be deemed or construed in any way to conflict with the provisions of the Idaho Tort Claims Act, Chapter 9, Title 6, Idaho Code.

25. Binding on Heirs. All of the terms, covenants, and conditions of this lease shall be binding upon the heirs, executors, successors in interests and assignees of the parties.

26. No Incorporation of Prior Agreements. This Agreement sets forth the entire agreement between Lessor and Lessee with respect to the subject matter hereof, and no prior written or oral agreements, course of dealing, or writings or statements by either Lessor or Lessee, are incorporated herein.

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27. Service of Notice. Service of notice shall be deemed effective when mailed, postage prepaid, to the Lessor at:

Heyburn State Park
1291 Chatcolet Road
Plummer, ID 83851

or

Idaho Department of Parks and Recreation
North Region Office
2885 Kathleen Avenue, Suite 1
Coeur d'Alene, ID 83815

Service to Lessee shall be at Lessee's address of record, as indicated in this lease agreement. It shall be the responsibility of the Lessee to notify Lessor of changes in address.

28. Other Applicable Permits. The rights leased to Lessee include only the riparian or littoral rights that Lessor possesses in the designated recreational float home site. Lessor is responsible for obtaining any necessary permits or leases required by the Idaho Department of Lands for use of submerged lands.

29. Lessor Consent. Whenever any action by Lessee requires Lessor's consent pursuant to a provision in this Lease, Lessor's consent to such action shall be strictly construed to apply to the specific action to which such consent applied, and not to imply consent to any similar or subsequent actions by Lessee. Consent of Lessor to any action of Lessee must be explicit; no provision in this Lease shall be construed to allow consent by omission.

30. Severability. If any part of this lease agreement is declared invalid or becomes inoperative for any reason, such invalidity or failure shall not affect the validity and enforceability of any other provision.

31. Authority to Sign. Lessee and Lessor each warrant and represent to the other that the persons signing this Agreement have full authority and right to bind their respective parties to the terms of this Agreement and that such person is acting within the scope of such person's authority and agency.

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IN WITNESS WHEREOF, the Lessor has caused this lease to be executed by the Idaho Department of Parks and Recreation and the Lessee has caused this Lease to be executed in person the day and year herein as written below.

Lessee: _____

Address: _____

Lessor

State of Idaho Dept. of Parks and Recreation

By: _____

Director, Idaho Dept. of Parks and Recreation

P.O. Box 83720

Boise, ID 83720-0065

State of _____)

: ss

County of _____)

On this _____ day of _____, 2009, before me, the undersigned Notary Public in and for said State, personally appeared _____ and _____, known to be to be the Lessee(s), who executed the within instrument, and acknowledged to me that ___he___ executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first written above.

Notary Public for _____

Residing at _____

My commission expires: _____

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State of _____)
: ss
County of _____)

On the _____ day of _____ 20____, before me, the undersigned
Notary Public in and for said state, personally appeared _____
_____, known or identified to me to be the Director of the Idaho Department of
Parks and Recreation, and acknowledged to me that the Idaho Department of Parks
and Recreation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official
seal the day and year in this certificate first above written.

Notary Public for _____
Residing at _____
My commission expires: _____